12567P (11-04)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **DWELLING REPLACEMENT COST**

In return for your having:

- 1) furnished us accurate information for replacement cost estimation,
- 2) insured your dwelling to at least 100% of its replacement cost as determined by an Allied replacement cost estimation or an inspection performed by a recognized appraisal agency authorized by Allied,
- 3) paid the additional premium, and
- 4) agreed to notify us within 90 days of the start of any alterations which increase the replacement cost of your dwelling more than \$5,000, and pay any resulting additional premium;

we will settle covered losses to the dwelling under Coverage A, up to 125% of the limit of liability shown in the Declarations for Coverage A as follows:

- 1) we will pay the cost of repair or replacement, but not exceeding the replacement cost of that part of the building damaged, for like construction and use on the same premises;
- 2) we will pay the actual cash value of the damage until actual repair or replacement is completed.

You may make an additional claim for payment on a replacement cost basis provided:

- a) repair or replacement is completed within 1 year of the date of the loss unless you request in writing that this time limit be extended for an additional 180 days; and
- b) repair or replacement is evidenced by the original of the replacement receipt, invoice or bill; and
- c) you have not reached the applicable limit of liability under this policy.

This endorsement does not increase the coverage limits of Coverage B, C or D of the attached policy.

12567P (11-04) Page 1 of 1

12747 (08-03)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FUNGI OR BACTERIA ENDORSEMENT

## FOR USE WITH FORMS HO3 and HO5

#### SCHEDULE\*

The limit of liability applies to the total of all loss payable under this endorsement, regardless of the number of "occurrences", the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule.

#### Section I - Property Coverage Limit of Liability for the Additional Coverage "Fungi" \$ 10,000 Or Bacteria

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

#### **DEFINITIONS**

The following definition is added:

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

#### SECTION I - PROPERTY COVERAGES

#### E. ADDITIONAL COVERAGES

Paragraph 10.k.2)d) is deleted and replaced with the following in Form HO 5 only;

d) Caused by wet rot.

The following Additional Coverage is added:

- 14. RESERVED FOR FUTURE USE.
- 15. RESERVED FOR FUTURE USE.
- 16. RESERVED FOR FUTURE USE.
- 17. RESERVED FOR FUTURE USE.
- 18. "Fungi" Or Bacteria
  - a. The amount shown in the Schedule above is the most we will pay for:
    - 1) The total of all loss payable under Section I - Property Coverages caused by "fungi" or bacteria;
    - 2) The cost to remove "fungi" or bacteria from property covered under Section I - Property Coverages;
    - 3) The cost to tear out or replace any part of the building or covered property as need to gain access to the "fungi" or bacteria; and
    - 4) The cost of testing of air or property to confirm the absence, presence or

level of "fungi" or bacteria whether performed prior to, during or after removal. repair, restoration replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is a presence of "fungi" or bacteria.

- b. The coverage described in 18.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. This amount is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:
  - 1) Number of locations insured under this endorsement; or
  - 2) Number of claims made.

This coverage does not increase the limit of liability applying to the damaged covered property.

d. An additional deductible of \$250 applies to any loss caused by or resulting from "fungi" or bacteria.

#### SECTION I - PERILS INSURED AGAINST

In Form HO 3:

A. COVERAGE A - Dwelling and COVERAGE B -**Other Structures** 

12747 (08-03) HOC 00523564240

Page 1 of 2

#### 12747 (08-03)

Paragraph 2.c.6)c) is deleted and replaced by the following:

> c) Smog, rust or other corrosion. wet or dry rot;

## B. COVERAGE C - Personal Property

## 12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph b.4) is deleted and replaced by the following:

4) Caused by wet rot.

#### In Form HO 5:

## A. Under Coverages A, B and C:

Paragraph 2.e.3) is deleted and replaced by the following:

> 3) Smog, rust, or other corrosion, wet or dry rot;

#### SECTION I - EXCLUSIONS

Exclusion C. is added.

C. We will not pay for loss or damage caused directly or indirectly by or resulting from "fungi" or bacteria of any type regardless of the cause of the growth, proliferation or accretion except as provided by Section I - Additional Coverages 18. "Fungi" or Bacteria.

This exclusion does not apply when "fungi" or bacteria results from fire or lightning.

#### **SECTION II - EXCLUSIONS**

Under E. COVERAGE E - Personal Liability and COVERAGE F - Medical Payments To Others, 11. (or 16. if the Home Business Endorsement (HE 285) is present) "Fungi" or Bacteria is added.

## 11. "Fungi" or Bacteria

"Bodily injury", "property damage", or, where added by endorsement, "personal injury" which would not have occurred in whole or in part but

"Fungi" or bacteria injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn or other duty involving "fungi" or bacteria, its exposure, existence, detection, removal, elimination or avoidance or actions arising from a failure to disclose the presence of "fungi" or bacteria. This exclusion applies except as provided by Section II -Additional Coverages E. "Fungi" or Bacteria.

#### SECTION II - ADDITIONAL COVERAGES

Paragraph E. "Fungi" or Bacteria is added:

#### E. "Fungi" or Bacteria

The following is not in addition to the limit of liability under Coverage E.

We will pay up to \$50,000 for damages for which an "insured" is legally liable because of "bodily injury" or "property damage" arising from "fungi" or bacteria and caused by an "occurrence".

This is the most we will pay regardless of the:

- 1. Number of locations insured under this policy to which this endorsement is attached;
- 2. Number of persons injured;
- 3. Number of persons whose property is damaged;
- 4. Number of "insureds": or
- 5. Number of "occurrences" or claims made.

This submission is within, but does not increase the Coverage E limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months starting with the beginning of the policy period shown in the Declarations.

The provisions of the policy apply unless modified by this endorsement.

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Page 2 of 2 12747 (08-03) HOC 00523564240 05/20/15 INSURED COPY

HO 48 (01-00)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **OTHER STRUCTURES**

Increased Limits

For an additional premium, we cover each structure described below, on the "residence premises," for the additional limit of liability shown for that structure.

The limit shown below is in addition to the Coverage B limit of liability.

Each additional limit of liability shown below applies only to that described structure.

Description of Structure*	Additional Limit of Liability*
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.

<sup>\*</sup>Entries may be left blank if shown elsewhere in this policy for this coverage. All other provisions of this policy apply.

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS - SOUTH CAROLINA

#### **DEFINITIONS**

In Forms HO 3, HO 4, HO 5 and HO 6, item A. is deleted and replaced by the following:

A. In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household.

The term spouse includes:

- 1. A husband or wife; or
- 2. If unmarried a:
  - a. Civil partner by Civil Union or Registered Domestic Partnership filed and recognized by the state; or
  - b. "Domestic partner".

"We", "us" and "our" refer to the Company providing this insurance.

In Forms, **HO 3**, **HO 4**, **HO 5** and **HO 6**, **13**. "Actual Cash Value" is deleted and replaced by the following:

#### 13. "Actual Cash Value" means:

The cost to repair or replace covered property, at the time of loss or damage, whether that property has sustained partial or total loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence.

In Forms HO 3, HO 4, HO 5 and HO 6, the following definition is added:

"Domestic partner" means a person living with you and sharing a common domestic life and whose relationship resembles a mutually exclusive partnership such as that of a marriage, and:

- a. is at least 18 years of age and capable of entering into a legal contract;
- b. is not a relative; and
- shares with you financial interdependence and a common residence.

Evidence of such includes, but is not limited to:

- Joint domestic responsibility for the maintenance of the household.
- 2) Having joint financial obligations, resources, or assets.

- Documents such as a driver's license, tax returns, or bills showing a common address for both parties.
- 4) Both parties receiving mail at the same address.
- 5) A declaration of domestic partnership with that person or similar declaration about that person with an employer or government entity.

A "domestic partner" does not include more than one person, a roommate or housemate whether sharing expenses equally or not, or one who pays rent to the named insured.

#### SECTION I - PROPERTY COVERAGES

In Forms HO 3 and HO 5, under C. 3. Special Limits of Liability, item j. (item A. 3. j. in HO 4 and item B. 3. j. in HO 6) is deleted and replaced by the following:

j. \$1,500 for electronic equipment and antennas, while in or upon a "motor vehicle". This coverage applies only if such equipment can be operated by power from the "motor vehicle's" electrical system while still having the ability to be operated by other power sources.

In Forms HO 3 and HO 5, under C. 3. Special Limits of Liability, item k. (item A. 3. k. in HO 4 and item B. 3. k. in HO 6) is deleted and replaced by the following:

k. \$1,500 for electronic equipment and antennas used primarily for "business", while away from the "residence premises" and not in or upon a "motor vehicle". Such equipment must be capable of being operated by power from the "motor vehicle's" electrical system while still having the ability to be operated by other power sources.

In Forms HO 3 and HO 5, under C. 4. Property Not Covered, item c. "Motor vehicles" (item A. 4. c. in HO 4 and item B. 4. c. in HO 6) is deleted and replaced by the following:

c. "Motor vehicles" or all other motorized land conveyances including the following, whether furnished by the manufacturer or an individual:

HO 300SC (10-14) Page 1 of 6

- their parts or equipment, whether attached to or separated from the "motor vehicle" or motorized land conveyance; or
- 2) accessory equipment; or
- 3) any device or instrument, including accessories or antennas, for the transmitting, receiving, recording or reproduction of sound or picture can only be operated by the power from the electrical system of the "motor vehicle" or motorized land conveyance. Tapes, discs, reels, cassettes or similar items including carrying cases for any of these, while in a motorized land vehicle shall not be considered accessory equipment. The most we will pay is \$300 in any one loss, regardless of the number of such items. The loss must be caused by a covered peril.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- used solely to service the "insured's" residence:
- designed to assist the handicapped; or
- a motorized golf cart while being operated to or from, or on the premises of a golf course.

In Forms HO 3, and HO 5, E. ADDITIONAL COVERAGES, 1. Debris Removal, b. is deleted and replaced by the following:

- b. We will also pay your reasonable expense, up to \$1000, for the removal from the "residence premises" of:
  - Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
  - A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s):

- a) Damage(s) a covered structure;
- **b)** Does not damage a covered structure, but:
  - i) Block(s) a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises": or

ii) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

In Form HO 6, D. ADDITIONAL COVERAGES, 1. **Debris Removal, b.** is deleted and replaced by the following:

- **b.** We will also pay your reasonable expense, up to \$1000, for the removal from the "residence premises" of:
  - Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
  - 2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage C; provided the tree(s):
    - a) Damage(s) a covered structure;
    - b) Does not damage a covered structure, but:
      - i) Block(s) a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
      - ii) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance

In Forms HO 3, HO 4, HO 5 and HO 6 under 8. Collapse, Paragraph a.3) is deleted and replaced by the following:

3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building. However, if any part

of the interior dwelling building separates from another part of the interior of the dwelling building, with the result that any part of the interior dwelling building cannot be occupied for its intended purpose, it would be considered to be in a state of collapse.

## SECTION I - PERILS INSURED AGAINST

Item A. 2. c. 6) g) in Form HO 3 is deleted and replaced by the following:

g) Birds, vermin, rodents or insects; or animals owned or kept by an "insured";

Item A. 2. e. 7) in Form HO 5 is deleted and replaced by the following:

7) Birds, vermin, rodents or insects; or animals owned or kept by an "insured";

#### **SECTION I – EXCLUSIONS**

In Forms HO 3, HO 4, HO 5 and HO 6, 8. Intentional Loss is deleted and replaced by the following:

#### 8. Intentional Loss

a. Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

- **b.** However, this exclusion will not apply to deny payment to an innocent co"insured" if the loss:
  - 1) Arose out of family violence; and
  - 2) Is caused by the intentional act of an "insured" against whom a family violence complaint is brought for the act causing the loss.
- c. If we pay a claim pursuant to Paragraph 8.b., our payment to the innocent co-"insured" is limited to that "insured's" insurable interest in the property. In no event will we pay more than the Limit of Liability.

(This is exclusion A.8. in Forms HO 3 and HO 5.)

In all Forms, the following is added as **Exclusion 9. Tsunami:** 

9. Tsunami

Tsunami, meaning loss resulting from a tsunami caused by, but not limited to, any of the following:

- a. earth movement, including:
  - 1) earthquake;
  - 2) volcanic eruption;
  - 3) avalanche, rock or ice falls;
  - 4) landslides; or
  - 5) subsidence;

whether occurring above or below the sea; or

- b. asteroids or meteorites; or
- c. nuclear explosion.

The first paragraph of Exclusion B. in Forms HO 3 and HO 5 is deleted and replaced with the following:

B. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

#### **SECTION I - CONDITIONS**

In forms HO 3, and HO 5, Item C. 2.c under Loss Settlement is deleted and replaced by the following:

- c. If you receive a settlement under this policy for loss or damage to buildings on an "actual cash value" basis, you may then make an additional claim for payment on a replacement cost basis provided:
  - Repair or replacement is completed within 1 year of the date of the loss, unless you request in writing that this time limit be extended for an additional 180 days; and
  - Repair or Replacement is evidenced by the original of the replacement receipt, invoice or bill; and
  - 3) You have not reached the applicable limit of liability under this policy.

In form HO 6, F. Other Insurance and Service Agreement is deleted and replaced by the following:

- F. Other Insurance and Service Agreements
  - If a loss covered by this policy is also covered by:
    - a. Other insurance, except insurance in the name of a corporation or association of property owners, we will pay only the proportion of the loss that the limit of liability that applies under this policy

HO 300SC (10-14)

bears to the total amount of insurance covering the loss; or

- b. A service agreement, except a service agreement in the name of a corporation or association of property owners, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
- 2. If, at the time of loss, there is other insurance or a service agreement in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance will be excess over the amount recoverable under such other insurance or service agreement.

In Forms HO 3, HO 4, HO 5 and HO 6, G. Suit Against Us is deleted and replaced by the following:

# G. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within three years after the date of loss.

In Forms HO 3, HO 5 and HO 6, K. Mortgage Clause, Paragraph K.3. is deleted and replaced by the following:

3. If we decide to cancel or not renew this policy, the mortgagee will be notified at least 30 days before the date cancellation or nonrenewal takes effect. If the policy has been in effect for less than 60 days or is cancelled for nonpayment of premium, the mortgagee will be notified at least 10 days before the date cancellation takes effect.

The following condition is added to all forms except HO 4 and HO 6:

#### S. Valuation Clause

With respect to the perils of fire and lightning, we agree that the limit of liability stated in Coverage A of the Declaration of this policy is the value of the building described. This valuation is established for insurance purposes only.

## **SECTION II - EXCLUSIONS**

E. Coverage E - Personal Liability And Coverage F - Medical Payments To Others

Paragraphs 1. and 8. are deleted in all forms and replaced by the following:

1. Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage";

- a. Is of a different kind, quality or degree than initially expected or intended; or
- Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this exclusion **E.1.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

#### 8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs.

However, this exclusion does not apply:

- To the legitimate use of prescription drugs by a person following the orders of a licensed physician; or
- b. Where the involvement with controlled substance(s) is not within the knowledge of any "insured".
- 9. Pollution is deleted except in endorsement HE 285.
- 10. Environmental Exposures is deleted.

## **SECTION I AND II - CONDITIONS**

In Forms HO3, HO4, HO5 and HO6, C. Cancellation is deleted and replaced by the following:

#### C. Cancellation

- You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation takes effect, subject to the following:
  - a. If only your interest is affected, the effective date of cancellation will be the later of the following:
    - The date we receive your notice of cancellation; or
    - 2) The date specified in the notice. However, upon our receipt of your notice of cancellation, we may waive the requirement that the notice state the future effective date of cancellation, as provided in either

HO 300SC (10-14)

Page 4 of 6

**1.a.1)** or **1.a.2)** above, by confirming to you in writing the date and time of cancellation.

b. If by statute, regulation or contract, this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to you and the third party as soon as practicable after receiving your request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- 1) 10 days from the date of mailing or delivering our notice; or
- 2) The effective date of cancellation stated in your notice to us.
- 2. We may cancel this policy only for the reasons stated below by letting the first named insured know in writing of the date cancellation takes effect. This cancellation notice may be delivered or mailed to the first named insured at the first named insured's mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting the first named insured know at least 30 days before the date cancellation takes effect.
  - b. When this policy has been in effect for less than 120 days and is not a renewal with us, we may cancel for any reason by letting the first named insured know at least 30 days before the date cancellation takes effect.
  - c. When this policy has been in effect for 120 days or more, or at any time if it is a renewal with us, we may cancel:
    - If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
    - If the risk has changed substantially since the policy was issued.

This can be done by letting the first named insured know at least 30 days before the date cancellation takes place.

d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting the first named insured know at least 45 days before the date cancellation takes effect.

- When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

In Forms HO 3, HO 4, HO 5 and HO 6, D. Nonrenewal is deleted and replaced by the following:

#### D. Nonrenewal

We may elect not to renew this policy. We may do so by giving the following written notification to you and your agent:

- If this policy was written for a term of one year or less, we may elect not to renew this policy by giving written notification at least:
  - a. 60 days before the expiration date of the policy if such date is on or after November 1 and before June 1; or
  - b. 90 days before the expiration date of this policy if such date is on or after June 1 and before November 1.
- If this policy was written for a term of more than one year or for an indefinite term, we may elect not to renew this policy by giving written notification at least;
  - a. 60 days before the anniversary date of the policy if such date is on or after November 1 and before June 1; or
  - b. 90 days before the anniversary date of the policy if such date is on or after June 1 and before November 1.

The nonrenewal notice, together with the precise reason for nonrenewal, may be delivered or mailed to you and your agent at the mailing addresses shown in the Declarations or the last known addresses.

All other provisions of this policy apply.

In Forms HO 3, HO 5 and HO 6, H. Dwelling is deleted and replaced by the following:

#### H. Dwelling

We insure the dwelling, as described in the declarations of this policy, only as the "residence premises", while occupied by the "Insured" as the owner, for dwelling purposes and not otherwise. This condition applies, at the time of loss, to COVERAGE A – Dwelling, COVERAGE B – Other Structures and COVERAGE C – Personal Property as provided by this contract.

In Forms HO 3, HO 5 and HO 6, the following is added:

#### I. Dividends

The first named insured is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

In form HO 4, the following is added:

#### H. Dividends

The first named insured is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

Forms HO 3, HO 5, and HO 6, item J. Change in Circumstances is added:

## J. Change in Circumstances

You have a duty to notify us as soon as reasonably possible of any change which may

affect the premium or risk under this policy. This includes, but is not limited to changes:

- 1. in the title/ownership of the "residence premises"; or
- 2. in the occupancy or use of the "residence premises".
- K. Reserved for future use.
- K. Reserved for future use.
- L. Reserved for future use.
- M. Reserved for future use.

# N. Our Right To Recompute Premium

We established the premium for this policy based on the statements you made in the application for insurance. We have the right to recompute the premium if we later obtain information which affects the premium we charged.

All other provisions of this policy apply.

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Page 6 of 6

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PREMIER HOMEOWNERS ENDORSEMENT

#### **DEFINITIONS**

The following definition is added:

- 14. "Personal injury" means injury arising out of one or more of the following offenses during the policy period:
  - false arrest, detention or imprisonment, or malicious prosecution;
  - b. libel, slander or defamation of character; or
  - **c.** invasion of privacy, wrongful eviction or wrongful entry.

## **SECTION I - PROPERTY COVERAGES**

## **COVERAGE C - Personal Property**

Limit For Property At Other Residences is deleted and replaced by the following:

# 2. Limit For Property At Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 30% of the limit of liability for Coverage C, or \$1000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- b. In a newly acquired principal residence for 60 days from the time you begin to move the property there.
- Special Limits of Liability is deleted and replaced by the following:

#### 3. Special Limits of Liability

These special limits do not increase the Coverage C limit of liability. The special limit for each category below is the total limit for each loss for all property in that category.

- a. \$1000 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- \$5000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and

stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. \$2500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- **d.** \$3000 on trailers or semi-trailers not used with watercraft of all types.
- e. \$5000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
- \$5000 for loss by theft of firearms and related equipment.
- g. \$10000 for loss by theft of silverware, silverplated ware, goldware, gold-plated ware, platinumware, platinum plated ware, and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$10000 on property, on the "residence premises", used mainly for "business" purposes.
- i. \$1000 on property, away from the "residence premises", used mainly for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property as described in categories i. and k. below.
- j. \$2000 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include:
  - 1) antennas;
  - tapes, wires, records, discs or other media;

that can be used with any apparatus described in this category j.

k. \$2000 on electronic apparatus and accessories used mainly for "business", while away from the "residence premises" and not in or upon a "motor vehicle". The

12601 (04-04)

apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include:

- 1) antennas;
- tapes, wires, records, discs or other media;

that can be used with any apparatus described in this category  $\mathbf{k}$ .

# COVERAGE D - Loss Of Use

# 3. Civil Authority

The following is added:

Policy deductible does not apply.

# **ADDITIONAL COVERAGES**

The following coverages are amended or added:

Debris Removal is deleted and replaced by the following:

#### 1. Debris Removal

- a. We will pay your reasonable expense for the removal of:
  - Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
  - Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 20% of that limit of liability is available for debris removal expense.

- b. We will also pay your reasonable expense, up to \$5000, for the removal from the "residence premises" of:
  - Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
  - A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s):

- 3) Damage(s) a covered structure;
- 4) Does not damage a covered structure, but:

- a) Block(s) a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
- b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$5000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$1000 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

- 3. Trees, Shrubs and Other Plants is deleted and replaced by the following:
- 3. Trees, Shrubs and Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

- a. Fire or Lightning:
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft:
- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$1000 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

6. Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money

The first sentence of item **a.** is deleted and replaced by the following:

a. We will pay up to \$10000 for:

# 7. Loss Assessment

Item a. is deleted and replaced by the following:

a. We will pay up to \$5000 for your share of loss assessment charged during the policy period against you as owner or tenant of the "residence premises" by a corporation or association of property owners. The assessment must be made as a result of

direct loss to the property, owned by all members collectively, of the type that could be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than

- 1) Earthquake; or
- Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$5000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per building or structure, to the total amount of any one loss to the property described above, regardless of the number of assessments.

#### 11. Ordinance or Law

The first sentence of item **a**. is deleted and replaced by the following:

a. You may use up to 20% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

# 13. Consequential Loss to Refrigerated Contents

We will pay an amount not to exceed \$500 per occurrence for loss or damage to contents of freezer or refrigerated units on the "residence premises". The contents must be owned by the "insured" and the loss or damage caused by a change in temperature resulting from:

- a. interruption of electrical current to refrigeration equipment caused by damage to the generating or transmission equipment.
- **b.** mechanical or electrical breakdown of the refrigeration system.

The "insured" must exercise diligence in inspecting and maintaining refrigeration equipment. If interruption of electrical service or mechanical or electrical breakdown is known, all reasonable means must be used to protect the covered property from further damage or this coverage is void.

No deductible applies.

Exclusion A.4. Power Failure is deleted with respect to coverage provided under ADDITIONAL COVERAGES, 13. Consequential Loss to Refrigerated Contents.

#### 14. Lock Replacement

If your keys to your house are lost or stolen, we will pay the cost of replacing the locks, up to

\$1,000. You must notify us in writing within 72 hours of discovering the loss.

There is no deductible for this coverage.

#### **SECTION II - LIABILITY COVERAGES**

A. COVERAGE E - Personal Liability is deleted and replaced by the following:

# A. COVERAGE E - Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" or "personal injury" to which this coverage applies, we will:

- Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
- 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" has been exhausted by payment of a judgment or settlement.

#### **SECTION II -- EXCLUSIONS**

#### B. "Watercraft Liability"

Exclusion **B.2.c.2**) is deleted and replaced by the following:

- 2) One or more outboard engines or motors with:
  - a) 100 total horsepower or less:
  - b) More than 100 horsepower if the outboard engine or motor is not owned by an "insured";
  - c) More than 100 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
  - d) More than 100 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
    - You declare them at policy inception; or
    - ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in c) and d) above apply for the policy period.

12601 (04-04)

**SECTION II -- EXCLUSIONS** in paragraphs **E., F.**, and **G.** do not apply to "personal injury".

"Personal injury" coverage does not apply to:

- a. liability assumed by the "insured" under any contract or agreement except any indemnity obligation assumed by the "insured" under a written contract directly relating to the ownership, maintenance or use of an "insured location";
- injury caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of an "insured";
- c. injury sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- d. injury arising out of the "business" pursuits of an "insured";
- e. civic or public activities performed for pay by an "insured".
- f. "personal injury" to you or an "insured" within the meaning of Definition 5. "Insured" paragraphs a. or b.

This exclusion also applies to any claim made or suit brought against you or an "insured":

- 1) To repay; or
- 2) Share damages with; another person who may be obligated to pay damages because of "personal injury" to an "insured".

#### **SECTION II - ADDITIONAL COVERAGES**

#### D. Loss Assessment

The first sentence of item 1. is deleted and replaced by the following:

 We will pay up to \$5000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

The first sentence of item 3. is deleted and replaced by the following:

Regardless of the number of assessments, the limit of \$5000 is the most we will pay for loss arising out of:

Page 4 of 4 12601 (04-04)

IN2627 (08-12)

# \*\*\*\*\*

# IMPORTANT INSURANCE INFORMATION

\*\*\*\*\*

# **Credit Disclosure**

Your credit history was ordered at the inception of your policy from a consumer reporting agency for use in determining an insurance score. This insurance score is used to underwrite and/or rate your insurance policy. Our inquiry does not affect your credit history in any way.

Your credit report will only be ordered at the start of your policy unless you request an update. You may request a new credit-based score once each year to be used to rate your policy. To request an updated insurance score, please contact us at 1-800-282-1446.

We are committed to respecting your privacy and safeguarding your personal information.

IN2627 (08-12) Page 1 of 1

12559 (11-04)

# PERSONAL PROPERTY REPLACEMENT COST ENDORSEMENT

- I. It is agreed that provisions of this policy applicable to Coverage C -- Unscheduled Personal Property are amended to substitute the term "replacement cost" for the term "actual cash value wherever it appears, subject to the following exclusions, conditions and definition:
- II. It is further agreed that Additional Conditions -- Replacement Cost -- Coverages A and B of the policy to which this endorsement is attached, insofar as it relates to the exclusion of outdoor radio and television aerials, carpeting, awnings, domestic appliances and outdoor equipment is hereby amended, and that loss from a covered peril to those items shall be adjusted on a "replacement cost" basis rather than on an "actual cash value" basis, subject to the following exclusions, conditions and definition.

#### **EXCLUSIONS**

THE COMPANY SHALL NOT BE LIABLE UNDER THIS ENDORSEMENT FOR REPLACEMENT COST FOR LOSS OR DAMAGE TO:

- PAINTINGS, ETCHINGS, PICTURES, TAPESTRIES, STATUARY, ARTICLES MADE OF MARBLE, BRONZES, ANTIQUES, RARE BOOKS, PORCELAINS, RARE GLASSWARE OR ANY OTHER ARTICLES WHICH, BECAUSE OF THEIR INHERENT NATURE, CANNOT BE REPLACED WITH NEW ARTICLES.
- 2. ARTICLES WHOSE AGE OR HISTORY CONTRIBUTE SUBSTANTIALLY TO THEIR VALUE INCLUDING, BUT NOT LIMITED TO, MEMORABILIA, SOUVENIRS AND COLLECTORS ITEMS.
- 3. PROPERTY OF OTHERS.

#### CONDITIONS

- A. THE COMPANY SHALL ONLY BE LIABLE UNDER THIS ENDORSEMENT:
  - 1. FOR ANY LOSS TO PROPERTY OWNED BY AN INSURED;
  - 2. FOR ANY LOSS TO PROPERTY WHICH HAS BEEN MAINTAINED IN GOOD AND WORKABLE CONDITION AND IS BEING USED OR STORED FOR USE BY THE INSURED;
  - 3. WHEN THE DAMAGED, DESTROYED, OR STOLEN PROPERTY HAS ACTUALLY BEEN REPAIRED OR REPLACED BY THE INSURED;
- B. PERSONAL PROPERTY REPLACEMENT COST COVERAGE WILL ALSO APPLY TO THE FOLLOWING ARTICLES OR CLASSES OF PROPERTY IF THEY ARE SEPARATELY DESCRIBED AND SPECIFICALLY INSURED IN THIS POLICY:
  - 1. JEWELRY;
  - 2. FURS AND GARMENTS TRIMMED WITH FUR OR CONSISTING PRINCIPALLY OF FUR;
  - 3. CAMERAS, PROJECTION MACHINES, FILMS AND RELATED ARTICLES OF EQUIPMENT;
  - 4. MUSICAL EQUIPMENT AND RELATED ARTICLES OF EQUIPMENT;
  - 5. SILVERWARE, SILVER-PLATED WARE, GOLDWARE, GOLD-PLATED WARE AND PEWTERWARE, BUT EXCLUDING PENS, PENCILS, FLASKS, SMOKING IMPLEMENTS OR JEWELRY; AND
  - 6. GOLFER'S EQUIPMENT MEANING GOLF CLUBS, GOLF CLOTHING AND GOLF EQUIPMENT.

PERSONAL PROPERTY REPLACEMENT COST COVERAGE WILL NOT APPLY TO OTHER CLASSES OF PROPERTY SEPARATELY DESCRIBED AND SPECIFICALLY INSURED.

12559 (11-04) Page 1 of 2

# 12559 (11-04)

- C. THE COMPANY'S LIABILITY FOR LOSS UNDER THIS ENDORSEMENT SHALL NOT EXCEED THE SMALLEST OF THE FOLLOWING AMOUNTS:
  - 1. THE LIMIT OF LIABILITY OF THIS POLICY APPLICABLE TO THE DAMAGED, DESTROYED, OR STOLEN PROPERTY;
  - 2. THE REPLACEMENT COST OF THE PROPERTY OR ANY PART THEREOF; OR
  - 3. THE AMOUNT ACTUALLY AND NECESSARILY SPENT BY THE INSURED IN REPAIRING THE PROPERTY OR ANY PART THEREOF.
- D. THE COMPANY RESERVES THE RIGHT TO REPLACE AT ITS COST ANY ITEM(S) DAMAGED, DESTROYED, OR STOLEN WITHOUT OBLIGATION TO REPLACE ALL ITEMS.
- E. IF YOU RECEIVE A SETTLEMENT UNDER THIS POLICY FOR PERSONAL PROPERTY ON AN "ACTUAL CASH VALUE" BASIS, YOU MAY THEN MAKE AN ADDITIONAL CLAIM FOR PAYMENT ON A REPLACEMENT COST BASIS PROVIDED:
  - REPAIR OR REPLACEMENT IS COMPLETED WITHIN 1 YEAR OF THE DATE OF LOSS UNLESS YOU REQUEST IN WRITING THAT THIS TIME LIMIT BE EXTENDED FOR AN ADDITIONAL 180 DAYS; AND
  - 2. YOU HAVE NOT REACHED THE APPLICABLE LIMIT OF LIABILITY UNDER THIS POLICY.
- F. REPAIR OR REPLACEMENT MUST BE EVIDENCED BY THE ORIGINAL OF THE REPLACEMENT RECEIPT, INVOICE OR BILL.

# **DEFINITION OF REPLACEMENT COST**

"REPLACEMENT COST" means the cost, at the time of loss, of a new article identical to the one damaged, destroyed or stolen. When the identical article is no longer manufactured or is not available, replacement cost shall mean the cost of a new article similar to that damaged, destroyed, or stolen and which is of comparable quality and usefulness.

12741 (12-00)

#### **PREMIER EXTRA**

#### **SECTION I - PROPERTY COVERAGES**

# C. COVERAGE C - Personal Property

Under the **Special Limits of Liability** Coverages of the Premier Homeowners Endorsements (12601, 12602, 12603, 12729, HE 122, HE 287) letters **c.**, **d.**, **e.**, **f.** and **g.** are deleted and the following increased limits are substituted and **l.** is added:

- c. \$5,000 on watercraft, including their trailers, furnishings, equipment and outboard motors.
- d. \$5,000 on trailers not used with watercraft.
- e. \$10,000 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semi-precious stones.
- f. \$10,000 for loss by theft, misplacing or losing of firearms.
- g. \$15,000 for loss by theft, misplacing or losing of silverware, silver-plated ware, gold-plated ware, platinum-ware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- **I.** \$50,000 for a loss in each occurrence for the following property within a vault:
  - 1) Jewelry;
  - 2) Silverware; and
  - 3) Securities;

Within a vault at a federal or state chartered bank, savings and loan association or thrift institution. The \$5,000 per item limitation for jewelry does not apply.

Caution: This coverage is void as respects property removed from the premises of the bank, savings and loan association or thrift institution.

12669 (10-02)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BACK-UP OF SEWER, DRAIN OR SUMP PUMP

(This is not Flood Insurance)

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

For an additional premium, the following coverages are provided.

#### **DEFINITIONS**

Under **DEFINITIONS**, the following is added.

- 15. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
  - a. the unusual and rapid accumulation or runoff of surface waters from any source:
  - b. the overflow of inland or tidal waters including but not limited to the rising and overflow of streams, navigable rivers, or any body of water rising, swelling and overflowing its banks; or
  - c. waves, tides or tidal water.

"Flood" does not mean standing water, not caused by "flood", on the "residence premise", that does not leak or seep through walls, windows and/or external openings of the dwelling and/or other structures. Damage resulting from sewer back up, sump, sump pump or sump pump well overflow caused by "flood" is not covered by this endorsement.

## **SECTION I -- PROPERTY COVERAGES**

Under ADDITIONAL COVERAGES, the following coverage is included.

15. BACK-UP OF SEWER, DRAIN OR SUMP PUMP.

We will provide coverage, up to \$10,000 for direct loss to COVERAGE A - Dwelling and COVERAGE C - Personal Property caused by water which backs up through sewers or drains or water which enters into and overflows from within a sump pump, sump pump well or other type system designed to remove subsurface water which is drained from the foundation area. This coverage does not apply if the loss is caused by the insured's negligence. The greater of \$500 or policy deductible applies. We will not pay for loss that results from sewer back-up or sump pump overflow that occurs within 3 days before or 5 days after "flood" on the "residence premises".

Exclusion A.3.b. (3.b. in HO 4 and HO 6) Water Damage is deleted with respect to coverage provided under AD-DITIONAL COVERAGES, 15. Back-up of Sewer, Drain or Sump Pump.

Exclusion A.4. (4. in HO 4 and HO 6), Power Failure is deleted with respect to coverage provided under ADDI-TIONAL COVERAGES, 15. Back-up of Sewer, Drain or Sump Pump.

12669 (10-02)

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HO 55 (05-05)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **IDENTITY THEFT OR IDENTITY FRAUD EXPENSES COVERAGE**

#### **DEFINITIONS**

With respect to the provisions of this endorsement only, the following definitions are added:

 "Identity theft or identity fraud" means the act of knowingly using or transferring without legal authority personal identifying information of an "insured" such as name, social security number, driver's license number, bank account number(s) or credit card number(s) with the intent to commit, or to aid or abet another to commit, any illegal activity that constitutes a felony under any applicable state or local law or violation of federal law.

## 2. "Expenses" means:

- a. Costs of executing affidavits or similar documents attesting to theft or fraud required by credit grantors, credit agencies or similar financial institutions.
- b. Costs for certified mail to credit grantors, credit agencies, or similar financial institutions and law enforcement agencies.
- c. Lost income resulting from time taken off work to complete theft or fraud affidavits, talk to or meet with credit grantors, credit agencies or similar financial institutions, law enforcement agencies and or legal counsel, up to a maximum of \$250 per day. Total payment for lost income is not to exceed \$5,000.
- d. Loan application fees for re-applying for a loan or loans where the original application is rejected solely because the lender received incorrect credit information.
- Reasonable attorney fees incurred by "you" as a result of "identity theft or identity fraud" to.
  - Defend lawsuits brought against an "insured" by financial institutions, merchants, or collection agencies;
  - Remove any civil or criminal judgments wrongly entered against an "insured"; and
  - Challenge the completeness or accuracy of any information in a consumer credit report.

f. Charges incurred for long distance telephone calls to law enforcement agencies, merchants, credit grantors, credit agencies or similar financial institutions to report or discuss an actual "identity theft or identity fraud".

The following additional coverage is added under **SECTION I**:

# IDENTITY THEFT OR IDENTITY FRAUD EXPENSES

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity theft or identity fraud", even if a series of acts continues into a subsequent policy period.

- "Identity theft or identity fraud" must occur while this coverage is part of "your" policy; and
- "Identity theft or identity fraud" expenses must be incurred while this coverage is part of "your" policy or within 180 days after this coverage is terminated.

If this coverage is terminated, "our" total liability for "expenses" incurred by "you" during the 180 days after the termination will not exceed the amount equaling the difference between the limit at the time coverage terminated and the amount "we" already reimbursed "you" during that policy period.

"We" may offer, at "our" option, to refer "you" to a firm that:

- "you" can authorize to work on "your" behalf to assist "you" in reporting and addressing the effects of "identity theft or identity fraud" to which coverage applies;
- will consult with "you" on measures "you" might take if "you" reasonably suspect that "you" have already become, or may become a victim of "identity theft or identity fraud" to which this coverage applies; or
- if "we" do provide "you" with such a referral, "we" will pay, subject to the terms of the referral "we" provide, that firm's charges for the work they perform

## HO 55 (05-05)

consistent to the terms of "our" referral, and those charges will not be subject to the limits for "identity theft or identity fraud" coverage.

"We" will pay up to \$25,000 for "expenses" incurred by an "insured" as the direct result of any single "identity theft or identity fraud" first discovered or learned of during the policy period. "Our" total liability for Identity Theft or Identity Fraud Expenses Coverage "you" incur during the policy period will not exceed this limit regardless of the number of instances or when they occurred, or the number of persons making a claim for "identity theft or identity fraud".

This coverage is additional insurance.

No deductible applies to Identity Theft or Identity Fraud Expenses Coverage.

## **EXCLUSIONS**

The following additional exclusions apply to this coverage:

"We" do not cover:

1. "Expenses" arising out of the business pursuits of any "insured".

- "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person acting in collusion with an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
- 3. Loss other than "expenses".
- Loss insured under the Credit Card, Electronic Fund Transfer Card, Access Device and Forgery Coverage, under Section I of the policy.

# **SECTION I - CONDITIONS**

B. Duties After Loss

Under item 8. the following item is added:

 evidence or affidavit supporting a claim including bills, receipts, or other records that support a claim for "expenses" under Identity Theft or Identity Fraud Expenses Coverage. It should state the amount and cause of loss.

All other provisions of this policy apply.

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Page 2 of 2

12550 (01-80)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# OTHER STRUCTURES ENDORSEMENT SECTION I ONLY

In consideration of the premium charged, the following provisions apply:

# **COVERAGE B -- Other Structures**

- 1) If there are no other structures, the limit of liability shown for Coverage **B** shall be added to the limit of liability Coverage **A** and the sum of the two shall be the limit of liability under Coverage **A**.
- 2) If there are other structures and at time of loss the limit of liability for Coverage **B** exceeds the replacement cost of other structures, the amount of insurance in excess of the replacement cost shall be applied as an additional amount of insurance under Coverage **A**.

# **Allied Insurance Privacy Statement**

# Thank you for choosing Allied Insurance

Our privacy statement explains how we collect, use, share, and protect your personal information. So just how do we protect your privacy? In a nutshell, we respect your right to privacy and promise to treat your personal information responsibly. It's as simple as that. Here's how.

# Confidentiality and security

We follow all data security laws. We protect your information by using physical, technical, and procedural safeguards. We limit access to your information to those who need it to do their jobs. Our business partners are legally bound to use your information for permissible purposes.

# Collecting and using your personal information

We collect information about you when you ask about or buy one of our products or services. The information comes from your application, business transactions with us, consumer reports, and publicly available sources. Please know that we only use that information to sell, service, or market products to you.

We may collect the following types of information:

- · Name, address, and Social Security number
- Assets and income
- Property address and value
- · Account and policy information
- Credit reports and other consumer report information
- Family member and beneficiary information
- Public information

# Sharing your information for business purposes

We share your information with other Nationwide companies and business partners. When you buy a product, we may share your personal information for everyday business purposes. Some examples include mailing your statements or processing transactions that you request. You cannot opt out of these. We also share your information with your agent or producer. They use your personal information to manage your policy or account. We may also share your personal information as federal and state law requires.

# Sharing your information for marketing purposes

We don't sell your information to anyone – period. Because you are a customer of both us and an independent broker or agent, we have chosen not to share your personal information with anyone, except to service your product. So there's no reason for you to opt out. If we change our policy, we'll tell you and give you the opportunity to opt out before we share your information.

# Using your medical information

We sometimes collect medical information. We may use this medical information for a product or service you're interested in, to pay a claim, or to provide a service. We may share this medical information for these business purposes if required or permitted by law. But we won't use it for marketing purposes unless you give us permission.



7:19-cv-00684-TMC Date Filed 03/08/19 Entry Number 1-2 Page 24 of 27

# Accessing your information

You can always ask us for a copy of your personal information. Please send your privacy inquiry to the address below and have your signature notarized. This is for your protection so we may prove your identity. We don't charge a fee for giving you a copy of your information now, but we may charge a small fee in the future.

You can call your agent to change your personal information. But we can't update information that other companies, like credit agencies, provide to us. So you'll need to contact these other companies to change and correct your information.

Send your privacy inquiries to the address below. Please include your name, address, and policy number. If you know it, include your agent's name and number.

Nationwide Insurance Attn: Customer Relations - Privacy One Nationwide Plaza, 3-04-101 Columbus, OH 43215

# A parting word ...

These are our privacy practices. They apply to all current, joint, and former clients of Allied Insurance. They also apply to the affiliates and subsidiaries that offer auto, home, property, life insurance, banking services and investments. This includes the following companies:

Allied Property and Casualty Insurance Company
AMCO Insurance Company
Depositors Insurance Company
Nationwide Mutual Insurance Company
Nationwide Agribusiness Insurance Company
Colonial County Mutual Insurance Company
Nationwide Insurance Company of America
Nationwide Affinity Insurance Company of America
Nationwide Sales Solution, Inc.
Crestbrook Insurance Company
Nationwide Insurance Company of Florida

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IN0000 (04-09) Effective Date April 20, 2009

IN 2544 (11-14)



## IMPORTANT INSURANCE INFORMATION



#### Dear Valued Customer,

Thank you for choosing us for your important insurance protection. We value your business and like to keep you informed regarding policy features. This communication outlines potential discounts we offer for qualifying homes, coverage options available to you and policyholder responsibilities.

## What's Happening

# **Premium Discounts for Mitigation Measures**

Section 38-75-755 of South Carolina law requires insurance companies to notify you of the availability and range of each premium discount, credit, other rate differential or reduction in deductibles for properties on which fixtures or construction techniques demonstrated to reduce the amount of loss in a windstorm have been installed or implemented.

#### What Do You Need To Do

This form highlights the current discounts offered for qualifying homes. Talk to your agent to see if your home already qualifies for such discounts or to see what adjustments could be made to make your home safer and save you money on your insurance. Look for more updates as we strive to deliver our *On Your Side* promise.

Description of Mitigation Measure	Estimated Premium Discount Percent or Range	
Roof Type  Group I Roof Type  Aluminum* Concrete Asbestos Shingles Corrugated Steel* Concrete Tile Copper* Metal* Slate Steel Roofing* Terne Metal* Tin* UL Class 4* * With Cosmetic Roof Endorsement	1% - 17%	

## Deductibles:

A deductible is the amount of money you must pay out-of-pocket for expenses before your insurance applies should you have a covered loss. The deductible applies to coverage for your home and personal property. The deductible applies to each claim.

You may be able to reduce your premium by increasing your deductible. For example, a policy with a \$1,000 deductible will generally have a lower premium than the same policy with a \$500 deductible. Having a higher deductible can be a good way to save money on your insurance premium, but be sure you can afford to pay the out-of-pocket costs in the event of a covered loss.

IN 2544 (11-14) Page 1 of 3

## IN 2544 (11-14)

Depending on your deductibles, you may be eligible for the following premium credits on your base policy:

Your All-Peril Deductible	If you select a wind/hail deductible, you could save:	If you select a hurricane deductible, you could save:
\$500	0% - 36%	0% - 21%
\$750	0% - 36%	0% - 20%
\$1,000	0% - 35%	0% - 20%
\$2,500	0% - 32%	0% - 11%

- These deductible savings are only applicable if you do not currently have a wind/hail deductible. If you currently have a wind/hail deductible, your policy premiums already reflect these savings.
- The deductible available to you depends on your policy type, property location and amount of insurance. Some combinations are not available. See your policy Declarations for your current deductible(s) or contact your Allied agent for more information.

In some cases, there may be a separate deductible that applies in case of damage from a specified peril, such as a hurricane. This deductible is specified as a percentage of insured property (Dwelling limit under Coverage A).

NOTICE: This policy may include a separate deductible for covered losses caused by hurricane, wind/hail, named storm or tropical cyclone as defined in the policy. Deductible information can be found on your Declarations page.

# Not all deductible options may be available in your area. Some areas may have a mandatory deductible.

Unlike your standard all peril deductible, wind/hail and hurricane deductibles are based on the home's insured value. So, for example, if your home is insured for \$100,000 (Dwelling limit under Coverage A) and you have a 2% hurricane deductible, then your deductible in the event of a covered loss resulting from a hurricane would be calculated as follows:  $$100,000 \times 2\% = $2,000$ . If you had \$30,000 in covered losses as a result of the hurricane, your claim would be paid as follows:

Total amount of insured losses: \$30,000

Minus the 2% hurricane deductible (\$2,000)

Net payment from your insurance company: \$28,000

#### **Catastrophe Savings Accounts:**

Establishing a Catastrophe Savings Account can help you pay for your deductible and other out-of-pocket costs. Similar to health savings accounts, the money can be set aside state income tax-free and used in the future to pay for qualified catastrophe expenses that result from a hurricane, flood, or windstorm event that has been declared an emergency by the Governor. For more information about Catastrophe Savings Accounts, visit the South Carolina Department of Insurance website, www.doi.sc.gov (search for "catastrophe savings accounts"), or call the Department's Office of Consumer Services (1-800-768-3467).

## Flood Coverage:

Flood damage is not covered under your policy.

The National Flood Insurance Program (NFIP) writes most flood insurance policies, although some private insurance companies also offer this coverage. You may contact the NFIP by calling 1-888-379-9531 or go online to www.floodsmart.gov. If you need more coverage than is available through the NFIP, you may be able to purchase excess flood protection through a private insurance company. For more information, contact your insurance agent, insurance company, or the NFIP.

## Mold Coverage:

The policy does not provide coverage for direct loss to property caused by mold. Mold Coverage can be endorsed to the policy by separate endorsement for an additional premium. Refer to your Declarations page for coverage details.

Page 2 of 3 IN 2544 (11-14)

IN 2544 (11-14)

# Earthquake Coverage:

The policy does not provide coverage for earthquake losses. This coverage is available by separate endorsement for an additional premium. Refer to your Declarations page for coverage details.

# Replacement Cost and Actual Cash Value:

You may have the option to insure your home and its contents for either replacement cost or actual cash value. Actual cash value is the amount needed to repair or replace the damage with material of like kind and quality subject to a deduction for depreciation, physical deterioration and obsolescence. Generally, replacement cost is the cost to repair or replace the damage using materials of similar kind and quality, without deducting for depreciation. Read your insurance policy carefully for the complete terms and conditions regarding actual cash value and replacement cost coverage.

Please refer to your policy for complete details and information regarding all other limitations and exclusions.

# Your Responsibilities in the Event of a Claim:

Contact Your Agent or Company Immediately – Insurance policies generally place duties and conditions as well as a time limit on the filing of a claim.

Time Limitations May Apply – Once the insurance company receives notice of a claim loss, they may ask you to send them a form commonly referred to as a "proof of loss". An insurance company is required to send you a blank "proof of loss" form within 20 days after you have given them notice of a claim loss. These forms ask for written proof of what caused the loss as well as the character and extent of the loss for which the claim has been made. Read your policy carefully as it may require you to return the completed forms within a specified amount of time. If you have replacement cost coverage, there may also be time limitations for repairing and replacing damaged property that, if not met, could cause the claim to be settled on an actual cash value basis.

Additional Duties Are Outlined in Your Policy – In the event of a loss, you and your insurance company are each expected to follow certain procedures as outlined in your policy. Your responsibilities include, for example, reporting any crime to the police and making temporary repairs to protect your property from further damage. Your duties after a loss are outlined fully in your insurance policy.

# For help when you need it

Your current coverages and deductible are listed on your policy Declarations. Please contact your Agent or insurance company if you have questions about your coverage or deductible options or any mitigation techniques that could result in a discount.

# Thank you for placing your trust in us.

SOUTH CAROLINA LAW REQUIRES THAT YOU BE NOTIFIED OF THE FOLLOWING: THIS NOTICE CONTAINS A SUMMARY OF YOUR COVERAGE AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGES OR ANY OTHER PROVISIONS CONTAINED IN YOUR POLICY. THE LANGUAGE IN YOUR POLICY CONTROLS YOUR LEGAL RIGHTS AND OBLIGATIONS. THIS DISCLOSURE IS NOT ADMISSIBLE IN ANY ACTION CONCERNING THIS POLICY EXCEPT FOR THE SOLE PURPOSE OF SHOWING THAT THE NOTICE WAS OR WAS NOT PROVIDED PURSUANT TO SOUTH CAROLINA LAW.

IN 2544 (11-14) Page 3 of 3